



ATT-52 (REV. 8/05)

MALT BEVERAGE BOND
BREWERY - MANUFACTURER - PRODUCER - IMPORTER - BROKER
PERFORMANCE AND TAX LIABILITY BOND
GEORGIA DEPARTMENT OF REVENUE

ALCOHOL AND TOBACCO DIVISION
PO BOX 49728
ATLANTA GA 30359

CALENDAR YEAR _____
BOND NO. _____

STATE OF GEORGIA

KNOW ALL MEN BY THESE PRESENTS, That we, _____
(NAME OF LICENSEE AS SHOWN ON APPLICATION)

and _____, AS PRINCIPAL
(NAME OF CORPORATION OR PARTNER(S) AND D/B/A)

and _____
(NAME OF SURETY COMPANY EXECUTING BOND)

a surety company incorporated and existing under the laws of the State of _____, and licensed and authorized to execute bonds and undertakings as a surety in the State of Georgia, AS SURETY, are held and firmly bound unto the State Revenue Commissioner of the State of Georgia, and his successor in office, for the use and benefit of said State, AS OBLIGEE, in the sum of FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS, for the payment of which, we bind ourselves, our heirs, executors, administrators and successors, as the case may be, jointly, severally and firmly by these presents.

Signed with our hands and sealed with our seals, this _____ day of _____, _____.

WHEREAS, the above-named Principal has applied to the State Revenue Commissioner of the State of Georgia for a license to engage in business as a Brewery - Manufacturer - Producer - Importer - Broker of Malt Beverages under the Provisions of the Georgia Alcoholic Beverage Code (Section 3-5-25.1 O.C.G.A. and as hereafter amended), and the regulations promulgated pursuant thereto, for a period beginning the _____ day of _____, _____, and ending December 31, _____, inclusive.

NOW, THEREFORE, the conditions of this bond are such that if the Principal shall promptly pay to the Obligee all sums which may be due by said Principal as taxes, license fees, rental charges, or otherwise, including penalties and interest, by reason of the operation of said business, together with expenses incurred by the State in the collection of amounts due the State, the nature and amount of such expenses to be determined by the Commissioner; and shall, in the operation of said business, faithfully comply with all provisions of said Act, as amended, and with all rules and regulations now, or hereafter, promulgated by the State Revenue Commissioner under the authority of said Act, as amended, for the enforcement and administration of said Act, and with such other conditions as the State Revenue Commissioner may require in rules and regulations, then this bond shall be void; otherwise, it shall remain of full force and effect and shall be construed as a bond of forfeiture.

This bond may be cancelled by the Principal, the Surety or the Obligee by giving sixty (60) days' notice in writing to each of the other parties hereto at their last known address, but no such cancellation shall affect the liability of either the Principal or the Surety occurring before the expiration date of such notice.

This bond shall be in force for the period beginning on the _____ day of _____, _____, through the 31st day of December, _____, inclusive, and shall not be construed as a renewal or continuation of any other bond executed by said Principal and Surety to Obligee for any other period.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and affixed his seal, and the said Surety has caused these presents to be duly executed by its duly authorized officials, or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, the day and year first above written.

COUNTERSIGNED:

(AGENT OF SURETY LOCATED WITHIN GEORGIA)

PRINCIPAL _____ (L.S)
(SIGNATURE OF OWNER OR OFFICER)

(ADDRESS)

SURETY _____
(ATTORNEY IN FACT)

(CITY) (STATE) (ZIP CODE)

NOTE: The official or attorney in fact signing for Surety shall attach to the original bond a certified copy of authority or power to bind the Surety. It shall show that the power is in force and effect at the time of the execution of the bond.